

A. G. Contract No.: KR94-1089-TRN  
JPA No.: 94-85  
Project: Red Mountain Freeway  
Section: 101L - McKellips Rd.  
TRACS No.: H 0875 02D

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
MARICOPA COUNTY, ARIZONA

THIS AGREEMENT is entered into 31 August, 1994,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and MARICOPA  
COUNTY, ARIZONA acting by and through its BOARD OF SUPERVISORS (the  
"County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State is conducting a design of the Red Mountain Freeway from SR 101L to McKellips Road. The County desires that the State expands the scope of its design to include a traffic study and alternatives analysis for a conceptual bridge crossing within the McKellips Road corridor.

4. The purpose of this agreement is to define their respective responsibilities relating to the study and its funding.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>18870</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>08/31/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky Greenwood</u>

## II. SCOPE OF WORK

### 1. The State will:

a. Upon execution of this agreement, invoice the County \$83,567.00, as the estimated costs for the traffic study and alternative analysis for a conceptual bridge crossing within the McKellips Road corridor.

b. Contract with consultants to prepare the study as described in Exhibit "A", Scope of Work, attached hereto and made a part hereof.

c. Assume no financial obligation or responsibility for the results of the study or for any decisions made, relating to the County's project, based upon the study.

d. Upon completion of the study, prepare a detailed accounting of the costs to prepare the study and invoice or reimburse the County the difference.

### 2. The County will:

a. Upon execution of this agreement and receipt of an invoice from the State, remit to the State \$83,567.00, the estimated costs for the traffic study and alternatives analysis for a conceptual bridge crossing within the McKellips Road corridor.

b. Be solely responsible for providing guidance to the consultant via the State and assume full responsibility for the for the accuracy of the study and for any and all decisions made, relating to the County's project, as a result of the study.

c. Be responsible for consultant claims for extra compensation as a result of requests made or actions attributable to the County.

d. Upon completion of the study and receipt of a detailed accounting of the costs to prepare the study, remit payment to the State if necessary.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said study and payment and/or reimbursement of all funds to either the State or the County in connection with the

study; provided, however, that this agreement, may be cancelled by either party at any time prior to the award of a consultant contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Maricopa County  
Department of Transportation, Director  
2901 W. Durango  
Phoenix, AZ 85009

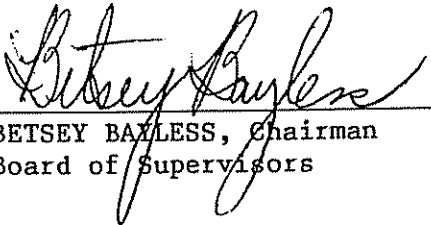
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

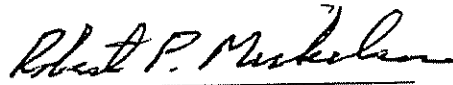
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**MARICOPA COUNTY**

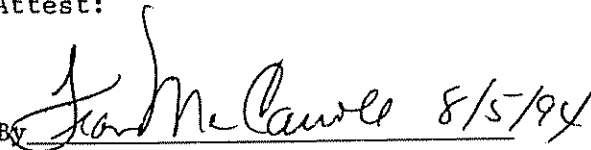
**STATE OF ARIZONA**

Department of Transportation

By   
BETSEY BAXLESS, Chairman  
Board of Supervisors

By   
ROBERT P. MICKELSON, P.E.  
Chief Deputy State Engineer

Attest:

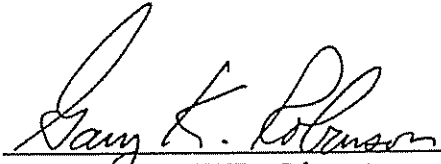
By  8/5/94  
Clerk of the Board

doc#362  
15JUN94

RESOLUTION

BE IT RESOLVED on this 18th day of May 1994, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Maricopa County for the purpose of defining responsibilities for the State to further their design study of the Red Mountain Freeway from SR 101L to McKellips Road, to include the addition of a McKellips Road bridge crossing at the Salt River.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.

for:   
LARRY S. BONINE, Director  
Arizona Department of  
Transportation

JPA 94-85

APPROVAL OF THE MARICOPA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MARICOPA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 27 day of July, 1994.

James Hixter  
County Attorney

# COUNTY OF MARICOPA

State of Arizona

## Office of the Clerk

State of Arizona            )  
County of Maricopa        ) ss.

*I, Fran McCarroll, Clerk of the Board of Supervisors do hereby Certify that the attached is a true and correct excerpt from the minutes of the meeting of the Board of Supervisors held August 5, 1994:*

INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION REGARDING THE DESIGN OF THE RED MOUNTAIN FREEWAY FROM SR 101 TO MCKELLIPS ROAD - APPROVED

Motion was made by Supervisor Wilcox, seconded by Supervisor King, and unanimously carried to approve an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) which provides for the State to expand the scope of its design to include a traffic study and alternative analysis for a conceptual bridge crossing within the McKellips Road Corridor, at County expense, estimated at \$83,567. (CS951011) (TD13794)



*IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the Board of Supervisors. Done at Phoenix, the County Seat, on the following day:  
August 15, 1994*

*Clerk of the Board of Supervisors*

# EXHIBIT "A"

JPA 94-85  
ALTERNATIVES ANALYSIS  
McKELLIPS ROAD BRIDGE AT THE SALT RIVER

The Consultant shall complete a traffic study and Alternatives Analysis Report for conceptual bridge crossing alternatives over the Salt River at McKellips Road. The alternative analysis shall be based upon the report prepared by the Maricopa County Transportation Planning Division entitled "McKellips Road, Bridge at the Salt River - Information Summary", dated January 26, 1994.

## 1. Traffic Analysis:

The Consultant shall review the traffic volumes and associated intersection turning movement volumes for design years 2005 and 2020 with each transportation network contained within the Maricopa County Department of Transportation (MCDOT) report. The following signalized intersections shall be analyzed in accordance with the Highway Capacity Manual signalized intersection planning methodology:

- o Alma School Road traffic interchange (2).
- o McKellips Road traffic interchange (2).
- o Country Club Drive traffic interchange (2).
- o McKellips Road/Alma School Road intersection.
- o McKellips Road/Country Club Drive intersection.

The results of this traffic study shall be summarized in tabular format within the Traffic Analysis Section of the Alternatives Analysis Report. These results shall include analysis and documentation of the traffic impacts due to the potential frontage roads between Alma School Road and McKellips Road, as outlined in the MCDOT report.

## 2. Salt River Bridge Crossing Alternatives Analysis:

The Consultant shall conduct an initial review of each river crossing alternative contained within the MCDOT report. Major advantages/disadvantages related to roadway geometrics, drainage impacts, and to the Red Mountain Freeway will be tabulated for each alternative. Based upon this initial review, two of the MCDOT alternatives will be selected for in-depth technical review.

The two river crossing alternatives selected for in-depth study will require roadway geometric analysis, hydraulic analysis of the Salt River, preliminary bridge type analysis, and in order of magnitude cost analysis for McKellips Road and associated impacts to the Red Mountain Freeway. The results of this analysis shall be documented and summarized within the Alternatives Analysis Report for the McKellips Road bridge at the Salt River.

## 3. Coordination Meetings:

The Consultant shall attend three coordination meetings with representatives of ADOT, MCDOT and the City of Mesa, during the duration of this study.





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS  
ATTORNEY GENERAL


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94-1089-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 24nd day of August, 1994.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
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